

# Exhibit 1

## THE HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT ~~SOUTHERN~~  
WESTERN DISTRICT OF ~~FLORIDA MIAMI DIVISION~~ WASHINGTON  
AT SEATTLE

CASE NO. 1:19-cv-25045

VICKY CORNELL, individually, and in  
her capacity as the Personal  
Representative of the Estate of Christopher  
John Cornell a/k/a Chris Cornell,

### **Plaintiffs,**

V.

SOUNDGARDEN, a purported  
Washington General Partnership, KIM A.  
THAYIL, MATT D. CAMERON,  
HUNTER BENEDICT SHEPHERD, RITA  
VENERUS and CAL FINANCIAL  
GROUP, Inc.,

### Defendants.

No. 2:20-cv-01218-RAJ-MAT  
FIRST AMENDED COMPLAINT

Plaintiff Vicky Cornell, individually, and in her ~~JURY TRIAL DEMANDED~~ capacity, ~~and~~ as the Personal Representative of the Estate of Christopher John Cornell ~~a/k/a Chris Cornell,~~

Plaintiffs,

4

~~Soundgarden, a purported Washington General Partnership, Kim A. Thayil, Matt D. Cameron, Hunter Benedict Shepherd, Rit Venerus and Cal Financial Group, Inc.,~~

FIRST AMENDED COMPLAINT (No.

**Perkins Coie LLP**  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Phone: 206.359.8000  
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Defendants.

**COMPLAINT** Plaintiff, Vicky Cornell, individually and in her capacity as the personal representative of the Estate of Christopher John Cornell (collectively, “Plaintiffs”) through counsel, hereby files **the following complaint** Plaintiffs’ **First Amended Complaint** against the defendants; Soundgarden, Kim Thayil, Matt Cameron, Hunter Benedict Shepherd, Rit Venerus, and Cal Financial Group, Inc. (collectively, “Defendants”).

**I. INTRODUCTION**

*“Everybody out for my blood, everybody want my percent ...  
They just want to take what is mine, how much more can they get.”*

- Sweet Revenge

**1.1.** In 2009, Chris Cornell penned these lyrics about his former Soundgarden bandmates after they unlawfully (and unsuccessfully) attempted to deprive him of his rights in connection with the valuable musical works that he created for the band. **Ten years** **A decade** later, and after Chris’ untimely passing, these lyrics hauntingly resonate as his former bandmates, once again, **have attempted** **attempt** to “take what is his” – or, more aptly, **attempt** to steal from his widow and minor children. This wrongful conduct **shockingly** **shamefully** started shortly after Chris’ untimely death and ultimately **forced** **left** his widow, Vicky Cornell, **with no choice but** to bring this lawsuit.

**2.2.** This case arises out of the disgraceful conduct of Chris’ former Soundgarden bandmates – Kim Thayil, Matt Cameron, and Ben Shepherd – who, along with their business manager, Rit Venerus, have **shamelessly** **conspired to** wrongfully withhold hundreds of thousands of dollars indisputably owed to Chris’ widow and minor children in an unlawful attempt to strong-

1 arm Chris' Estate into turning over certain audio recordings created by Chris before he passed  
 2 away.

3 ~~The disputed seven audio recordings were solely authored by Chris; contain Chris' own~~  
 4 ~~vocal tracks; and were bequeathed to Chris' Estate for the benefit of his widow, Vicky Cornell,~~  
 5 ~~and their minor children.~~ 4. ~~Vicky long ago offered to share the sound recordings with the band,~~  
 6 ~~provided that they were released in a way that would respect her late husband's legacy and wishes~~  
 7 ~~(including to have his trusted producer involved in the process).~~ The band refused, however, on  
 8 ~~the absurd contention that the recordings are somehow the sole property of their purported~~  
 9 ~~partnership and that they (despite not creating the sound recordings) are somehow entitled to~~  
 10 ~~unilaterally dictate how the recordings should be exploited.~~ 3. The contents of the disputed  
 11 ~~audio recordings vary. However, as relevant here, the disputed recordings consist of Chris' vocal~~  
 12 ~~recordings for the musical works presently titled: "Ahead of the Dog," "MermaSS," "Cancer,"~~  
 13 ~~"Stone Age Mind," "Road Less Traveled," "At Ophion's Door," and "Orphans."~~ Chris' vocal  
 14 ~~recordings for these seven musical works were recorded separately from the band (collectively,~~  
 15 ~~"Chris' Vocal Recordings")~~.<sup>1</sup>

16 5. ~~After rejecting Vicky's offer to share Chris' recordings according to Chris' wishes, the~~  
 17 ~~Defendants resorted to strong-arm tactics by withholding royalties undeniably owed to Chris'~~  
 18 ~~estate (on which Chris' three surviving children are dependent). Worse, Chris' former band~~  
 19 ~~members menaced Chris' family with false media statements intended to rile the cyber-~~ stalkers  
 20 ~~who have been making vile online accusations and the real-life stalker, who was recently released~~  
 21 ~~from Federal prison after threatening Vicky's life. The band has broadcast public misinformation~~  
 22 ~~without regard for intensifying the hateful targeting of Chris' family, despite knowing that the~~  
 23 ~~family already needed FBI protection, and despite Vicky's pleas that they not make any future~~

24  
 25 <sup>1</sup> In their sworn interrogatory responses, the band members concede that – with the exception of one version  
 26 of "Cancer" – Chris' Vocal Recordings were performed and recorded outside of their presence and were sent to them,  
 upon completion, via demos. Moreover, there is no dispute between the parties as to who wrote the underlying  
 compositions. See Ex. A (conceding that Chris wrote all seven songs, in whole or in part); see also Dkt. 43 (noting  
 that the band does not deny Chris' authorship of the underlying compositions).

1 ~~statements that would further endanger Chris' children. Even after being shown examples of the~~  
 2 ~~online hate directed towards Chris' children, Thayil persisted. By knowingly imperiling Chris'~~  
 3 ~~family with such callous cruelty, the former band members have revealed their monstrous avarice~~  
 4 ~~for the sound recordings which they neither created nor own.~~<sup>4</sup> In addition to exerting this  
 5 financial pressure, Chris' former band members have menaced Chris' family with false media  
 6 statements intended to rile the cyber-stalkers who have been making vile online accusations, as  
 7 well as the real-life stalker, who was recently released from federal prison after being incarcerated  
 8 for threatening Vicky's life. The former band members have publicly broadcast, as well as leaked,  
 9 misinformation regarding Vicky to intensify the hateful targeting of Chris' family, in an attempt  
 10 to weaken Vicky's resolve and have her relinquish Plaintiffs' rights in Chris' Vocal Recordings.  
 11 The band members have encouraged and fomented these cyber-stalkers despite: (i) having been  
 12 shown examples of the online hate directed towards Chris' children; (ii) pleas from Chris' minor  
 13 children to quell the online harassment; and (iii) knowing that Chris' family has needed FBI  
 14 protection and remains susceptible to physical harm. By knowingly imperiling Chris' family –  
 15 including his children, who are still grieving from their father's death – with such callous cruelty,  
 16 the former band members have revealed their monstrous avarice for Chris' Vocal Recordings.

17 5. The band members' shameful conduct towards Chris' family is consistent with their  
 18 animus towards Chris, displayed when they failed to so much as turn around their tour bus upon  
 19 learning of Chris' death and when they failed to check in with Chris' grieving family.<sup>2</sup>

20 6. All of Chris' copyright interests, including those embodied in Chris' Vocal  
 21 Recordings, were bequeathed to Chris' Estate for the benefit of his widow, Vicky, and their minor  
 22 children. Similarly, all of the rights in Chris' name, likeness, voice, portrait, photograph, and other

25 <sup>2</sup> The band members' disdain for Chris' family was confirmed in their Counterclaim, in which they  
 26 emphasized that they would not have performed at Chris' Tribute Concert unless all proceeds were devoted to a  
 charitable foundation (which they indisputably were), suggesting that the band was otherwise unwilling to lend support  
 to Chris' family.

1 indicia of his identity (“Name and Likeness”) are personal rights that belong to Chris and which  
2 were bequeathed to Chris’ Estate for the benefit of his widow, Vicky, and their minor children.

3 7. Vicky long ago offered to share Chris’ Vocal Recordings with the band, provided  
4 that the final recordings were released in a way that would respect her late husband’s legacy and  
5 wishes (including to have his trusted producer involved in the process). The band refused,  
6 however, on the erroneous contention that Chris’ Vocal Recordings are somehow the sole property  
7 of the Soundgarden partnership and that the band is entitled to unilaterally dictate how Chris’  
8 Vocal Recordings should be utilized and commercially exploited. In the band’s words, Chris’  
9 family possesses zero rights in Chris’ Vocal Recordings. (See Ex. A).

10 8. After rejecting Vicky’s offer to share Chris’ Vocal Recordings according to Chris’  
11 wishes, Defendants resorted to the above-described strong-arm tactics by withholding royalties  
12 undeniably owed to Chris’ Estate (on which Chris’ three surviving children are dependent) and  
13 rallying public animosity against Chris’ family.

14 ~~6. Vicky is reluctantly bringing this action because, despite~~9. Vicky brings this action as a  
15 last resort, as numerous attempts to work with the band ~~on the release of Chris’ sound recordings,~~  
16 ~~the band has refused to honor~~ to ensure that Chris’ Vocal Recordings are released in a manner that  
17 honors Chris’ legacy and wishes. ~~Instead, they are continuing to coerce Vicky by egregiously~~  
18 ~~withholding monies due to her and Chris’ children (even though Riot Venerus and the band~~  
19 ~~fraudulently assured Vicky that the monies would be paid to her). The band members’ tortious~~  
20 ~~conduct towards Chris’ family is consistent with their animus towards Chris, displayed when they~~  
21 ~~failed to so much as turn around their tour bus upon learning of Chris’ death; failed to check in~~  
22 ~~with Chris’s grieving family; and failed to so much as attempt to quell the online threats against~~  
23 ~~Chris’ children.~~ have failed. The band members insist that – the absence of any written agreement  
24 notwithstanding – they solely own Chris’ Vocal Recordings and can use the recordings and Chris’  
25 Name and Likeness in any manner that they deem fit.

1       7.10. Through this action, Vicky seeks to vindicate her late-husband's rights in the  
 2 ~~sounddisputed~~ recordings ~~that he created~~, to recover the substantial sums of money and personal  
 3 property that are being unlawfully withheld by Venerus and the band, and to emphatically answer  
 4 the lyrical question her husband raised about his former bandmates, "how much more can they  
 5 get?" NOTHING.

## 6                   II. PARTIES, JURISDICTION, AND VENUE

### 7           A. The Parties.

8.11. Plaintiff Vicky Cornell (hereinafter, "Vicky") is the widow of rock icon  
 9 Christopher John Cornell (né Boyle) ("Chris"), and the Personal Representative of the Estate of  
 10 Christopher John Cornell. Vicky married Chris in 2004, is the mother of their two minor children,  
 11 and the primary source of financial support for ~~Cornell's~~Chris' first daughter from a prior  
 12 marriage. Vicky ~~resides within the State of Florida and within this Court's district~~and Chris moved  
 13 to the State of Florida in 2013. Even though Vicky and Chris have owned or rented other properties  
 14 since 2013 (including a home in New York),<sup>3</sup> Florida has been Vicky's permanent and principal  
 15 home since 2013. Vicky presently resides in Florida, is domiciled in Florida, and intends to remain  
 16 domiciled in Florida.

17       9.12. Plaintiff, the Estate of Christopher John Cornell (the "Estate"), is Chris' estate.  
 18 Chris was an internationally-renowned musician, singer, and songwriter, best known as the lead  
 19 vocalist for the rock bands Soundgarden and Audioslave, with an octave-scaling voice and a  
 20 signature vocal belting technique. Chris' last will and testament bequeathed his property, including  
 21 his intellectual and personal property rights, to Vicky for the benefit of her and their children. The  
 22 Estate has been probated in Florida, as Chris was domiciled in Florida at the time of his passing.

23       10.13. Defendant Soundgarden ~~purports to be~~is a Washington General Partnership, with  
 24 its principal place of business in the State of Washington ("Partnership"). The Partnership was  
 25

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26       <sup>3</sup> A certificate of occupancy for the New York home was not issued until October of 2016. Even after this  
date, flooding issues prevented the Cornell family from using their New York home.

1       never memorialized in a signed written agreement, and was created for the purpose of providing  
 2       financial benefits. Soundgarden is also the name of the band (~~the~~ “Band”) formed in Seattle,  
 3       Washington in 1984. The Partnership claims to be the owner of many of the Band’s intellectual  
 4       property rights, as well as many of its musical works. The Partnership, either directly or through  
 5       authorized agents, sells, markets, promotes, streams, licenses, distributes, and otherwise exploits  
 6       the Band’s musical works through a variety of ~~different media worldwide and throughout the~~  
 7       ~~United States, the State of Florida, and in Miami-Dade County~~media. ~~The Partnership is also the~~  
 8       ~~owner, operator and/or licensor of the Band’s website, which offers official Soundgarden~~  
 9       ~~merchandise for sale to citizens of the State of Florida. (See~~ <http://www.soundgardenworld.com/>~~.)~~

10       11.14. Defendant Kim Thayil (“Thayil”) is an original Band member. Thayil was the lead  
 11       guitarist and played in the Band from 1984 until the Band dissolved in 1997, and then again when  
 12       the Band reformed in 2010 to the present date. Thayil is a ~~purported~~ partner in the Partnership.

13       12.15. Matt Cameron (“Cameron”) became the Band’s full-time drummer in 1986, and  
 14       played with the Band through the balance of its first stint, and then again from 2010 to the present  
 15       date. Cameron is a ~~purported~~ partner in the Partnership.

16       13.16. Ben Shepherd (“Shepherd”) formally joined the Band in 1990 as a bassist, replacing  
 17       original Band member, Hiro Yamamoto. Shepherd was a Band member from 1990 through 1997,  
 18       and has been with the Band continuously since it regrouped in 2010. Shepherd is a ~~purposed~~  
 19       partner in the Partnership.

20       14.17. Rit Venerus (“Venerus”) has at all relevant times served as the Band’s business  
 21       manager. After Chris’ passing, and prior ~~to conspiring with the Partnership~~ to unlawfully  
 22       withholding monies owed to Plaintiffs, Venerus also rendered services to Plaintiffs ~~by purporting,~~  
 23       ~~and continues~~ to collect, oversee, and safeguard amounts owed to Chris’ ~~record and publishing~~  
 24       ~~royalties~~ for Plaintiffs’ benefit.

25

26

1       15.18. Cal Financial Group (“Cal Financial”) is Venerus’ financial management firm, and  
2 purports to provide “comprehensive financial management for clients in the fields of entertainment  
3 and sports as well as high net worth individuals.” (See <https://www.calfinancialgroup.com/>).  
4

5 **B. Jurisdiction and Venue.**

6       16.19. This Court possesses subject matter jurisdiction over this action because this action  
7 arises, in part, under the Declaratory Relief Act, 28 U.S.C. § 2201 *et seq.*, and requests a  
8 declaration of rights arising under ~~F~~federal law. Specifically, Plaintiffs seek a declaration as to  
9 their copyright ownership, rights, and interests in connection with ~~specific sound recordings~~Chris'  
10 Vocal Recordings pursuant to 17 U.S.C. § 501 *et seq.*, over which ~~F~~federal courts have original  
11 jurisdiction. This action presents an actual case or controversy under Article III of the United States  
12 Constitution and serves the essential purpose of clarifying and settling the legal rights at issue.  
13

14       17.20. This Court possesses supplemental subject matter jurisdiction over the remaining  
15 claims in this action pursuant to 28 U.S.C. § 1337(a) because these claims are so related to claims  
16 in the action over which the Court has original jurisdiction that they form part of the same case or  
17 controversy.  
18

19       18.21. This Court additionally possesses diversity jurisdiction over this action pursuant to  
20 28 U.S.C. § 1332 because, at all pertinent times, Vicky has been ~~a citizen of~~domiciled in Florida;  
21 the Estate, which has been probated in Florida, is domiciled in Florida; Defendants are citizens  
22 ~~of~~domiciled in different states (Washington and Virginia); and the matter amount in controversy  
23 exceeds \$75,000.00, exclusive of attorneys’ fees and costs.  
24

25       19.This Court possesses general jurisdiction over the Partnership, as well as Thayil,  
26 Cameron and Shepherd (collectively, the “Surviving Band Members”), as each has actively,  
27 regularly, systematically and continuously conducted business in the State of Florida and are,  
28 therefore, subject to the jurisdiction of this Court pursuant to Florida Statutes § 48.193(2). By way  
29 of example, and without limitation, the Partnership and Surviving Band Members have: (i) granted  
30 the rights to distribute musical works in Florida in exchange for royalty payments; (ii) entered into

1 license agreements for the exploitation of musical works, a film, and related merchandise in  
 2 Florida; (iii) marketed and promoted musical works, a film and live performances in Florida; (iv)  
 3 received royalties and payments generated from transactions with Florida residents; (v) offered  
 4 merchandise for sale to Florida residents; and (vi) performed concert and live stage events  
 5 throughout the State.<sup>22</sup> This action was transferred to this Court from the United States  
 6 District Court for the Southern District of Florida upon motions filed by: (i) the Partnership, as  
 7 well as Thayil, Cameron, and Shepherd (collectively, the “Surviving Band Members”), and (ii)  
 8 Venerus and Cal Financial Group (collectively, the “Financial Defendants”). In their Motion, the  
 9 Financial Defendants expressly consented to this Court’s exercise of jurisdiction over them. (See  
 10 Dkt. 40).

11 20 Moreover, a considerable portion of the Partnership’s business dealings have been  
 12 regularly, systematically and continuously conducted business in the State of Florida, as Chris  
 13 resided in this Court’s district since 2011, and a number of the musical works for which the  
 14 Partnership claims an ownership interest—including those that lie at the center of this dispute—  
 15 were conceived, discussed, authored, created, produced, sent to and/or exchanged within this  
 16 Court’s district.

17 21 Additionally, this lawsuit arises from the Partnership and Surviving Band  
 18  
 19 Members’ specific activities which were directed towards Florida residents and/or caused injury  
 20 within the State of Florida, such that Partnership and Surviving Band Members are each  
 21 individually subject to this Court’s specific jurisdiction pursuant to Florida Statutes § 48.193(1).  
 22

23 22 As to Venerus, he oversees Cal Financial which, while headquartered in  
 24 Charlottesville, Virginia, “provide[s] highly personalized services to clients from around the  
 25 world,” including the State of Florida. Venerus and Cal Financial regularly, systematically and  
 26

1       ~~continuously conducted business with clients and third parties, including Plaintiffs, in the State~~  
 2       ~~of Florida; have solicited business within the State of Florida; and, as described herein, conspired~~  
 3       ~~with the co-defendants to consciously elect to withhold amounts due to the Plaintiffs, thereby~~  
 4       ~~causing harm to the Plaintiffs in the State of Florida. Venerus and Cal Financial are subject to~~  
 5       ~~both general and specific jurisdiction in the State of Florida.~~

7       ~~23. Venue is proper in the Southern District of Florida pursuant to 28 U.S.C. § 1391(b)(1)~~  
 8       ~~and 1400(a) because the Defendants are subject to personal jurisdiction in this district and~~  
 9       ~~therefore “reside” in this district, within the meaning of 28 U.S.C. § 1391(c). Venue is further~~  
 10      ~~proper pursuant to 28 U.S.C. § 1391(b)(2) as the payments due to Plaintiffs should have been~~  
 11      ~~paid in this district.~~

13      ~~24. 23. All conditions precedent to the prosecution of this action have been satisfied,~~  
 14      ~~fulfilled, extinguished, waived, or otherwise executed.~~

### 15           III. FACTUAL BACKGROUND

#### 16      A. Chris Creates the Seattle-Centric Grunge Movement.

17      ~~25. 24. In 1984, Chris (as vocalist and drummer) formed the Band alongside Thayil (guitar)~~  
 18      ~~and Hiro Yamamoto (bass). In 1985, Scott Sundquist joined the band as a drummer to enable Chris~~  
 19      ~~to concentrate on his vocals and rhythm guitar.~~

20      ~~26. 25. Chris quickly emerged as the Band’s chief songwriter, authoring virtually all of the~~  
 21      ~~compositions, (including the lyrics and melodies for the ~~band~~)Band.~~

22      ~~27. 26. With Chris at the helm as its front man and chief songwriter, the Band became the~~  
 23      ~~first grunge act to sign with legendary independent record label Sub Pop, and then earned the~~  
 24      ~~distinction of being the first grunge band to sign with a major label, inking a deal with A&M~~  
 25      ~~Records in 1989. The Band’s major label debut, *Louder Than Love*, charted on the *Billboard 200*~~  
 26      ~~album chart, and the Band’s videos from the album received substantial rotation on MTV.~~

1        **28.27.** In 1991, after Shepherd replaced Hiro Yamamoto as the Band's bassist, the Band  
2 recorded and released *Badmotorfinger*,<sup>14</sup> contemporaneously to Nirvana's *Nevermind* and Pearl  
3 Jam's *Ten*.<sup>25</sup> Anchored by Chris' unique vocals and compelling songwriting, *Badmotorfinger*  
4 eclipsed the platinum sales mark and quickly rose up the *Billboard* 200. **Notably**

5        28. Unlike the creative process employed by most bands, Soundgarden's music was  
6 not created by Band members jamming in a studio. Instead, Chris worked separately from his Band  
7 members, sending them demos, which would include his vocal recordings or, at times, Chris' vocal  
8 recordings, together with Chris' playing the guitar or a rendition of the musical expression that he  
9 wished for his Band members to mimic.

10        29. Indeed, as Thayil has acknowledged, “a lot of the album [*Badmotorfinger*] was initiated

11 by demo tapes that Chris sent to the band.” *Badmotorfinger* was nominated for a Grammy Award  
12 for Best Metal Performance in 1992, charted as one of the 100 top-selling albums of the  
13 year,<sup>5</sup> and is has been hailed as one of the greatest rock albums of all time and as a genre-defining  
14 grunge album.<sup>36</sup>

15        29.30. At the same time as *Badmotorfinger* was climbing the charts, Chris also recorded  
16 an album with his side project, called Temple of the Dog. Featuring seven solo compositions by  
17 Chris (including the hit single “Hunger Strike”), and grounded in Chris’ distinctive vocal stylings,  
18 the album went on to sell more than a million copies.

19        30.31. The confluence of the success of *Badmotorfinger*, Chris’ Temple of the Dog side  
20 project, and the widespread public interest in the Seattle grunge movement (as memorialized in

21  
22  
23        <sup>4</sup> Before Shepherd joined the Band, the Band members equally split all writing credits in four even shares,  
24 even though Chris was the primary author of the compositions. This practice changed after Shepherd’s arrival.

25        <sup>5</sup> “[W]hile Nirvana was the band that blew the roof off the 90s rock movement, Soundgarden were the ones  
26 that did the legwork.” Greg Prato, “Soundgarden: ‘We Never Got Used to the Success,’” Classic Rock (July 20,  
2005).

<sup>6</sup> In April 2019, Badmotorfinger was ranked No. # 2 on Rolling Stone’s “50 Greatest Grunge Albums.”

1 Prior to Shepherd's joining of the Band, the band members equally split all writing credits in four even shares,  
2 even though Cornell was the primary author of the compositions. This practice changed after Shepherd's arrival.

3 “[W]hile Nirvana was the band that blew the roof off the 90s rock movement, Soundgarden were the ones that  
did the legwork.” Greg Prato, *Soundgarden*: “*We Never Got Used to the Success*,” *Class Rock* (July 20, 2005).

4       3 In April 2019, *Badmotorfinger* was ranked No. # 2 on Rolling Stone’s “50 Greatest Grunge Albums.”

5 Cameron Crowe’s Gen X film, *Singles*) transformed the Band into a commercial phenomenon.<sup>47</sup>

6 By 1992, there were three Chris-related albums on the Billboard charts: *Badmotorfinger*, *Temple*  
7 of the Dog, and the *Singles* movie-soundtrack. Following *Badmotorfinger*, Chris led the Band on  
8 a series of immensely successful tours – first with 90s rock legends Guns N’ Roses, then with  
9 Skid Row, and then at the 1992 Lollapalooza festival.

#### 10           B.     Driven By Songs Written Solely By Chris, the Album *Superunknown* Launches the 11           Band to Massive Critical and Commercial Success.

12       31.32. In March of 1994, the Band released the album *Superunknown*. *Superunknown*  
13 debuted at Number #number 1 on the *Billboard* 200, was praised by the critics, and went on to sell  
14 more than nine million copies worldwide.<sup>58</sup> Notably, the two biggest singles on *Superunknown* –  
15 “Spoonman” and “Black Hole Sun” – were penned solely by Chris (as were most of the songs on  
16 the album).

17       32.33. In 1996, following the success of *Superunknown*, the Band released the album  
18 *Down on the Upside*. Once again, the biggest singles from that album – “Burden In My Hand,”  
19 “Pretty Noose,” and “Blow Up The Outside World” – were written solely by Chris.

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20  
21  
22  
23  
24  
25           7 *Singles* featured a soundtrack containing previously unreleased cuts from the Band, Pearl Jam, The  
Smashing Pumpkins, Alice in Chains, plus solo recordings from Chris under the name, Poncier.

26           8 *Superunknown* has been lauded by Rolling Stone as one of the “Greatest Albums” of all time.

1 C. Chris' Success Transcends the Band Through His Work as a Solo Artist and ~~W~~with  
2 Audioslave.

3 ~~33.~~34. In April of 1997, the Band announced that it was disbanding. However, Chris  
4 continued to realize critically-acclaimed success as both a songwriter and vocalist, both through  
5 his work as a solo artist and through his work as the lead singer of Audioslave.

6 ~~34.~~35. As a solo artist, Chris released three albums, including *Euphoria Morning*, which  
7  
8

9 ~~4~~Singles featured a soundtrack containing previously unreleased cuts from the Band, Pearl Jam, The Smashing  
10 Pumpkins, Alice in Chains, plus solo recordings from Cornell under the name, Pencier.

11 ~~5~~Superunknown has been lauded by *Rolling Stone* as one of the “Greatest Albums” of all time has been  
12 described has been described as an “an alt-rock masterpiece.”<sup>69</sup> Chris also composed and  
13 performed the critically-praised theme song to the 2006 James Bond film “Casino Royale” – the  
14 first and only American male solo artist to ever be commissioned to pen a theme song for the  
15 franchise.

16 ~~35.~~36. As he had done with the Band, Chris led Audioslave to great success. In fact, due  
17 in no small part to Chris’ resonance as a vocalist and songwriter, Audioslave (which was also  
18 comprised of Tom Morello, Tim Commerford, and Brad Wilk) released numerous hit singles,  
19 including the songs “Like a Stone,” “Show Me How To Live,” and “Be Yourself.”

20 D. Soundgarden Reunites While Chris Also Continues to Pursue His Successful Solo  
21 Career.

22 ~~36.~~37. In 2010, after a decade ~~plus~~ hiatus (during which Chris was the only member of  
23 the Band to maintain the level of success he had had as part of the Band), the Band regrouped and  
24 headlined the Lollapalooza festival. A month later, “Black Rain,” the ~~b~~Band’s first single since  
25

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26 <sup>9</sup>Corey Deiterman, “Euphoria Morning, Chris Cornell’s Unexpected Masterpiece,” Houston Press (Sept. 23, 2014).

1 1997 – with lyrics authored solely by Chris – was released. That single, which was featured in the  
2 video game *Guitar Hero: Warriors of Rock*, went platinum.

3 **37.38.** Over the next few years, the Band released a number of additional albums, while  
4 Chris also continued to perform as a solo act. However, due to competing commitments, the Band  
5 did not tour again until 2017.

6 **38.39.** In early 2017, the Band announced its return to the road, with a mixture of  
7 headlining gigs and previously announced festival sets. The 2017 tour launched on April 28 in  
8 Tampa, Florida. However, ~~on~~in the early morning of May 17,18, 2017, after the Band's  
9 performance at the Fox Theatre in Detroit, Michigan, Chris was tragically found dead in his hotel  
10 room.

11 **39.40.** Upon hearing the news of Chris' tragic passing, the Surviving Band Members did  
12 not see the need to turn the tour bus around, or reach out to support Vicky or console Chris'

13 ~~6Corey Deiterman, *Euphoria Morning*, Chris Cornell's Unexpected Masterpiece, Houston Press~~

14  
15 ~~(September 23, 2014)~~ children. Instead, they flew home, collected their money from the tour, and  
16 showed up for the ~~very~~ funeral to shed crocodile tears and falsely promise, "we'll always be  
17 there for the kids."

18 **40.41.** In September of 2017, Cameron told *Billboard* that the Band's surviving members  
19 had not yet made a decision about the Band's future.

20 **41.42.** A year later, Thayil reiterated to *Billboard* that the Surviving Band Members were  
21 still uncertain about the Band's future, as they were sensitive to honoring and preserving Chris'  
22 legacy and not cheapening the Band's brand.

23 E. **The Unreleased Sound**Chris Solely Creates His Vocal Recordings Recorded by  
24 Chris Prior to His Death.

25 ~~42. In 2017, while at his home in Florida, Chris recorded a number of unreleased sound~~  
26 ~~recordings. At issue in this case are seven of those recordings, which were solely created by~~  
~~Chris on his laptop at his personal recording studio, known as TNC Studios (the "Unreleased~~

1 Sound Recordings").<sup>43.</sup> In approximately 2015, Chris started recording his Vocal  
2 Recordings.

3 Prior to his passing, Chris created a number of recordings from his home studio in  
4 Florida, including the unreleased and disputed Vocal Recordings.<sup>10</sup> As evidenced by countless  
5 documents, including emails in which the Surviving Band Members acknowledged hearing Chris'  
6 Vocal Recordings for the first time, Chris created the vocal recordings separate and apart from the  
7 Band. By way of example, upon receiving a demo containing the vocal recordings that Chris  
8 singularly created for the musical work now titled, *Ahead of the Dog*, Thayil wrote: "I love the  
9 verse vocals! I'm getting a feel for the shorter arrangement."

10 <sup>43.</sup><sup>45.</sup> Critically, there was never any agreement between Chris and the Band to treat ~~the~~  
11 ~~Unreleased Sound~~Chris' Vocal Recordings as property of the Band or the ~~purported~~ Partnership.  
12 Nor was there ever any writing assigning any of Chris' interest in ~~the Unreleased Sound~~Chris'  
13 Vocal Recordings to the Band, the Surviving Band Members, and/or the Partnership. Rather, Chris  
14 was the sole and exclusive owner and copyright holder of ~~the Unreleased Sound~~Chris' Vocal  
15 Recordings, which he created and fixed in a tangible medium of expression.

16 <sup>44.</sup><sup>46.</sup> As the legal beneficiaries of Chris' copyright interests, Plaintiffs are now the sole  
17 and exclusive owners of ~~the Unreleased Sound~~Chris' Vocal Recordings ~~that Chris created in 2017.~~

18 F. The Surviving Band Members Inquire About ~~the Unreleased Sound~~Chris' Vocal  
19 Recordings.

20 <sup>45.</sup><sup>47.</sup> In July 2017, the Surviving Band Members reached out to Vicky regarding the  
21 prospect of ~~releasing~~producing Chris' ~~Unreleased Sound~~Vocal Recordings and releasing them as  
22 part of a new Band album.

23 <sup>46.</sup><sup>48.</sup> In response, Vicky offered to voluntarily share ~~the Unreleased Sound~~Chris' Vocal  
24 Recordings with the Band, provided that Chris' vision and music legacy were preserved.  
25 Specifically, Vicky requested that: (i) a producer that Chris trusted ("Trusted Producer") be

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26 <sup>10</sup> While Chris' New York home also had a recording studio, that studio was not finished until late January  
2017.

1 involved in the production of the album, and (ii) she, as had historically been the case, be kept  
 2 apprised of the marketing strategy for any forthcoming album. For Vicky, it was important that  
 3 any album containing Chris' Vocal Recordings be held to the same high standards that Chris  
 4 demanded for all of his vocal recordings.

5 **47.49.** The Band initially agreed to both of these requests, and the Trusted Producer and  
 6 Cameron engaged in preliminary discussions about producing the new Band album which would  
 7 incorporate Chris' Unreleased SoundVocal Recordings. In connection with these discussions,  
 8 Vicky made the recordings available to the Trusted Producer.

9 **50.** The Band never requested that the Trusted Producer provide Chris' Vocal  
 10 Recordings. In fact, the Band made no immediate attempt to secure Chris' Vocal Recordings.

11 **48. However**51. Instead, approximately a year later, the Band reneged on its agreement,  
 12 informing. Specifically, on February 5, 2019, Cameron wrote to Vicky advising that the Band: (a*i*)  
 13 was unwilling to commit to the Trusted Producer, (b*ii*) would bring in “musicians and producers  
 14 of [the Band's] choosing, and (e*iii*) was not willing to go “through any type of approval process.”

15 **49.52.** After the Band reneged on its agreement to preserve and respect Chris' vision and  
 16 legacy, the Band's shared legal counsel, Peter Paterno, suggested that, as a compromise, the Band  
 17 should pick five proposed producers, from which Vicky could choose three. However, the Band  
 18 rejected the compromise suggested by its own longtime attorney of over thirty years(and shared)  
 19 legal counsel.

20 **50.53.** Although Vicky recommended that the parties meet to further discuss a potential  
 21 resolution, the Band declined, and has since refused to engage in any meaningful discussions with  
 22 Vicky that might provide for the mutually-agreeable use of Chris' Unreleased SoundVocal  
 23 Recordings.

24 **51.54.** In March of 2019, the Partnership and Surviving Band Members announced a July  
 25 2019 release of the Band's episode of *Live from the Artists Den*, which presented the entirety of  
 26

1 the Band's February 2013 concert at Los Angeles' Wiltern Theater. *Live from the Artists Den* was  
 2 released on CD, LP, and Blu-ray.  
 3  
 4

5 ~~52. The film version of *Live from the Artists Den* was displayed on IMAX's theatres,  
 6 including at the AutoNation IMAX Theater in Fort Lauderdale in 2019.~~

7 ~~53. *Live from the Artists Den*, like all of the Band's other albums, are available to Florida  
 8 residents for purchase, and can be streamed by Florida residents via an array of mediums,  
 9 including Apple Music and Spotify.~~

#### G. Defendant Thayil Fabricates a Story About Chris' Unreleased Sound Vocal Recordings.

10  
 11 ~~54. 55. In the summer of 2019, Thayil first claimed – falsely – that the Band had  
 12 requested the Unreleased Sound Chris' Vocal Recordings from Vicky but had been rebuked:~~

13  
 14 We've asked nicely, we've suggested that this will benefit all parties, if the  
 15 band could just have these files, and we could finish the songs we were  
 16 working on. But there seems to be some confusion amongst various parties  
 17 as to what that would entail and how that works, and who that would benefit.  
 18 And it's been tiring, you know. And we can't move on until some future  
 19 date when someone realizes the value of allowing the creative partners to  
 20 have access to the material.<sup>711</sup>

21 Contrary to the specious reference to "songs we were working on," the ~~Unreleased Sound Band did  
 22 not contribute in any way to Chris' performance of the Vocal Recordings are comprised of musical  
 23 works that only Chris authored, recorded, or otherwise "worked on."~~ As to the referenced  
 24 "confusion amongst various parties," Thayil was well aware that Chris singularly created the  
 25 ~~Unreleased Sound disputed Vocal~~ Recordings, and was likewise aware that Vicky had already

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26<sup>11</sup> Nina Corcoran, "New Soundgarden Album Delayed Over Rights to Chris Cornell's Demos,"  
 Entertainment News (July 25, 2019), available at <https://consequenceofsound.net/2019/07/soundgarden-new-album-delayed-chris-cornell-demos/>.

1 offered to make these recordings available to the Band so long as they would be used pursuant to  
2 Chris' wishes and with respect for his legacy.

3 **55.56.** In a November 1, 2019 interview on Sirius XM's Trunk Nation, Thayil continued  
4 to broadcast his false rhetoric, stating that it was "entirely possible" that another Soundgarden  
5 album would be released, as the Band "definitely has another record in us," and could easily finish  
6 an album based on the vocals written by Chris. "It would be ridiculous if [the  
7 Band]<sup>7</sup><https://consequenceofsound.net/2019/07/soundgarden-new-album-delayed-chris-cornell-demos/> didn't  
8 [release a new album]."<sup>8</sup><sup>12</sup> When asked if there was an "obstacle stopping" the completion of the  
9 alleged unfinished Soundgarden album, Thayil frustratingly expressed: "There shouldn't be ......  
10 other than the fact that we don't have those files." Thayil then added: "But, you know, these  
11 difficult things. Partnerships and property." The "property" to which Thayil referred is Plaintiffs'  
12 property. The "partnership" to which Thayil referred is an entity to which ~~Defendants fictionally~~  
13 ~~claim that~~ Chris never assigned his copyright interests. The "definite" likelihood of "another  
14 record" to which Thayil referred is anything but definite: by the Band's own account, there are  
15 only at most seven ~~recordingssongs~~, not enough for a full album.

16 H. ~~Defendants Claim They Own The Partnership Claims It Owns Chris' Unreleased~~  
17 ~~Sound Vocal Recordings, and Defendants Attempt to Strong-aArm Vicky by~~  
18 ~~Withholding Money Intended for Chris' Children.~~

19 **56.57.** On November 14, 2019, counsel for the ~~purported~~ Partnership sent a demand letter  
20 to Plaintiffs ~~outrageously~~ claiming that *all* of ~~the Unreleased Sound Chris' Vocal~~ Recordings,  
21 ~~including as well as~~ "any recordings containing only the performances of Chris Cornell," belong  
22 exclusively to the Partnership. (A true and correct copy of the Demand Letter is attached hereto as  
23 Exhibit ~~4~~A).

24 **57.58.** The Partnership and Surviving Band Members assert that neither Vicky nor the  
25 Estate possess any rights, interests, or copyright ownership in ~~the Unreleased Sound Chris' Vocal~~

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<sup>12</sup> See <https://www.youtube.com/watch?v=wXY-trY1v24>.

1 Recordings. In their words, Vicky “simply has no ownership rights” in ~~the Unreleased Sound Chris’~~  
 2 Vocal Recordings.

3 **58.59.** The Partnership has not produced any partnership documents, much less any  
 4 documentation signed by Chris, supporting their conclusory claims of ownership.<sup>9</sup> Neither the  
 5 Partnership nor the Surviving Band Members ~~have~~, for example, furnished any documents  
 6 evidencing that Chris transferred ~~to the Partnership~~ his interests in and to his Vocal Recordings to  
 7 the Partnership, or any other future works bearing Chris’ copyrighted ~~Unreleased Sound~~  
 8 Recordings works ~~that he authored and fixed in a tangible medium of~~

9 See [https://www.youtube.com/watch?v=wXY\\_trY1v24](https://www.youtube.com/watch?v=wXY_trY1v24)

10 ~~9Throughout their collaboration, the Band was governed, not by corporate documents, but on the spirit of~~  
 11 ~~“unanimity.” The Band famously rejected a “majority” rule. If one Band member did not wish to do a tour, then the~~  
 12 ~~Band would not tour. This core principal governed important and mundane decisions, alike and~~ expression.

13 **59.60.** Further, neither the Partnership nor any Surviving Band Member has – despite  
 14 Chris’ decorated history of working on solo projects even when he was a Band member – offered  
 15 any support for their bald conclusion that ~~any of~~ Chris’ performances contained within ~~the~~  
 16 ~~Unreleased Sound Chris’ Vocal~~ Recordings were created with the intention of being used for a  
 17 Soundgarden project.

18 ~~60. Likewise, there is no evidence that the Unreleased Sound Recordings, in which Chris~~  
 19 ~~and Chris alone authored the copyrightable elements, were ever intended to be anything but~~  
 20 ~~Chris’ sole and exclusive property.~~

22 **61.61.** Throughout his career, both while a member and not a member of the Band, Chris  
 23 produced ~~his own sound recordings~~musical works in his home studio. Consistent with this  
 24 practice, ~~the Unreleased Sound~~many of Chris’ Vocal Recordings ~~at issue~~ were recorded, in  
 25 whole or in part, in Chris’ home studio in Florida.

1       62.62. Even during his tenure as a Band member, not all of Chris' songs were created for  
2 the Band, as Chris often simultaneously created musical works for different ventures, including  
3 solo projects.

4       63. This autonomy was not unique to Chris, as other Band members worked on musical  
5 projects outside of Soundgarden. In fact, due to his involvement with Pearl Jam, Cameron often  
6 did not perform at the Band's concerts.

7       64. Moreover, other Band members provided musical works for the Band's possible  
8 exploitationcollaboration and contribution, and then withdrew such the musical works under claims  
9 of personal property.63.In sharp refutation of the bald claims presently made by the Partnership  
10 and the Surviving In fact, throughout their collaboration (particularly after their reunification in  
11 2010), the Band was governed, not by corporate documents, but on the spirit of "unanimity." The  
12 Band famously rejected a "majority" rule. If one Band member did not wish to tour, then the Band  
13 would not tour. This core principal governed important and mundane decisions, including whether  
14 a musical work, even one that all of the Band members contributed to, was to a "Soundgarden  
15 work."

16       65. By way of example, on February 20, 2017, Shepherd wrote to Chris requesting that  
17 the Band "drop" "Mermass" – a song co-authored by Chris and Shepherd – "altogether." (A true  
18 and correct copy of Shepherd's February 20, 2017 email is attached hereto as Exhibit B).

19       66. Shepherd's attempt to reclaim "Mermass" as his own personal work occurred after  
20 Shepherd presented the work to Soundgarden, after Chris wrote the lyrics, and after Chris had  
21 spent substantial time singularly recording countless versions of the vocals.

22       67. This course of conduct demonstrates that each Band member retained the right to  
23 withdraw a musical work from the Band's consideration until the Band had finished producing –  
24 and actually released – a musical work. In simple terms, a musical work – even one in which all  
25 of the Band members may have contributed – did not become a "Soundgarden work" until all four  
26 of the Band members agreed that the musical work was to be Soundgarden property.

1       68. The Partnership's Demand Letter assumes, wrongfully, that Chris agreed that all of  
 2 his creations should be treated as Partnership property. Indeed, several years after the Band  
 3 Members's reunification, Chris sent an email in March of 2013 to the Band's attorney, noting that  
 4 he (Chris) was supposed to receive "a partnership agreement document to review before signing"  
 5 but "that document never appeared for review." Chris further declared with crystal clarity why he  
 6 would not sign any such document, as he was no longer willing to allow others to  
 7 disproportionately profit from his creative labors:"Please proceed with that in mind and not the  
 8 stupid communist bullshit." The Partnership's Demand Letter assumes, wrongfully, that Chris  
 9 agreed that all of his creations should be treated as Partnership property. However, Chris'  
 10 last word on the matter was a blistering repudiation, and he made a point of separating his works  
 11 from the Band's.<sup>64</sup> Plaintiffs are the beneficiaries of Cornell's copyright interests and, thus, the  
 12 lawful owner of the Unreleased Sound Recordings. Coincidentally, one of the Unreleased Sound  
 13 Recordings is a love ballad which Chris wrote for and sent by email to his wife, Vicky.  
 14 Accordingly, Vicky not only owns that song legally as Chris Cornell's beneficiary, she is also the  
 15 real-world addressee of a love letter that Chris wrote for and delivered to her.<sup>69</sup> Chris never  
 16 assigned his copyright interests in his Vocal Recordings to the Partnership. Moreover, Chris never  
 17 assigned the rights to his Name and Likeness to the Partnership. Indeed, the unsigned, four-page  
 18 1997 "Soundgarden Partnership Windup" memorandum – upon which the Partnership relies – does  
 19 not mention, let alone include an assignment of Chris' copyright interests, Name and Likeness  
 20 rights, or copyright interests in future vocal recordings.<sup>13</sup> To the contrary, the memorandum  
 21 expressly provides that major issues, such any agreement relating to the Bands' musical works,  
 22 should be subject to unanimity.

23       70. Further, Chris' last words on the topic were a blistering repudiation of the notion  
 24 that his creative efforts, including his vocal recordings and recordings containing only his  
 25

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26       <sup>13</sup> Moreover, the four-page memorandum provides that the "Soundgarden 'partnership' agreement" "is  
 currently in draft form," and that the purpose was to create a "financial" partnership.

1 performances, were to be treated as Partnership property. Moreover, Chris never transferred his  
 2 copyright interests to the Partnership in accordance with 17 U.S.C. § 204. The Partnership's failure  
 3 to secure a written assignment of Chris' copyright interests is fatal to its claim of copyright  
 4 ownership.

5 71. Plaintiffs are the beneficiaries of Chris' copyright interests and, thus, the lawful  
 6 owner of Chris' Vocal Recordings.

7 72. Plaintiffs are the beneficiaries of Chris' Name and Likeness rights and, thus, the  
 8 lawful owner of Chris' Name and Likeness.

9 ~~65.~~73. Instead of discussing or negotiating for the right to use Plaintiffs' property, the  
 10 Partnership and Surviving Band Members have resorted to pressure tactics, harassment, unlawful  
 11 conversion of royalties, and extortion.

12 ~~66.~~74. The Partnership and Surviving Band Members have fabricated the false narrative  
 13 that Vicky ~~is wrongfully withholding the Unreleased Sound~~wrongfully withheld Chris' Vocal  
 14 Recordings. Moreover, during the pendency of this litigation, Cameron falsely accused Vicky of  
 15 suing him in connection with songs that he co-wrote – even though this lawsuit does not concern  
 16 who wrote the underlying compositions contained in Chris' Vocal Recordings. To add insult to  
 17 injury, ~~this false narrative callously agitates the Band's rabid fan base even though Defendants~~  
 18 ~~know that stalkers have already~~the false narratives perpetrated by Cameron and the Surviving Band  
 19 Members have – as intended – agitated the Band's fervent fan base, resulting in online harassment  
 20 of Vicky and Chris' minor children. The Surviving Band Members have attempted to gain  
 21 perceived settlement leverage by fomenting online harassment, including vile attacks made against  
 22 Chris' minor children, despite knowing that stalkers ~~have~~ threatened the safety of Vicky ~~and her~~  
 23 ~~children enough to require FBI intercession~~'s family, resulting in the FBI incarcerating at least one  
 24 stalker.

25 ~~67.~~75. The Partnership and Surviving Band Members have prevailed upon and/or  
 26 conspired with Venerus and Cal Financial Group to withhold amounts that were approved for

1 distribution and which are indisputably due and owing to the Estate. Amounts attributable to Chris' share of the ~~artist and publishing royalties~~earnings have been unlawfully withheld, without explanation or justification.

4 **68.76.** The Partnership, Surviving Band Members, Venerus, and Cal Financial Group are wrongfully withholding ~~the royalty~~ amounts owed to Plaintiffs as a means of coercion to extort property that lawfully belongs to Plaintiffs.

## 7 COUNT I

### 8 (Declaratory Relief – Copyright Ownership) ~~–~~ 9 **(Plaintiffs Against the Partnership and Surviving Band Members)**

10 **69.77.** Plaintiffs re-allege and reincorporate the allegations in each of the preceding paragraphs as if fully set forth herein.

11 **70.78.** As a result of the Partnership ~~and Surviving Band Members' threatened litigation's pending counterclaim in which it seeks its own declaration as its rights in and to Chris' Vocal Recordings~~, there is a real and actual controversy between Plaintiffs, on the one hand, and the Partnership and Surviving Band Members, on the other hand, as to the parties' respective ownership, rights, and entitlements to ~~the Unreleased Sound Recordings~~.71. The Unreleased Sound Recordings were created by Chris in this district, and are currently maintained in this Court's district. Moreover, to the extent that any claim of ownership raised by the Partnership or the Surviving Band Members is premised on materials that they purportedly provided to Chris, such materials were provided to Chris in the State of Florida Chris' Vocal Recordings.

21 **72.79.** The Partnership contends that all unreleased "music content," including "any recordings containing only the performances of Chris Cornell," belong exclusively to the Partnership, and that Plaintiffs possess no ownership rights in and to any of ~~the Unreleased Sound~~Chris' Vocal Recordings. (See Ex. 4A).

25 **80.** The Partnership and Surviving Band Members' position is that Plaintiffs possess no ownership or interest in Chris' Vocal Recordings, including to "Stone Age Mind," even though

1       the Surviving Band Members admittedly did not make any contributions whatsoever to that Vocal  
 2       Recording.

3       81. Prior to his passing, Chris never consented to the final version of any of the  
 4       unfinished musical works containing his Vocal Recordings.

5       82. Prior to his passing, Chris never consented to having his Vocal Recordings be  
 6       deemed Soundgarden works.

7       73.83. Plaintiffs inherited any interest all interests, rights, and title in and to all  
 8       Cornell'sChris' copyrights pursuant to 17 U.S.C. § 201.

9       74.84. Plaintiffs dispute that there is a Partnership. Further, even if a Partnership existed,  
 10      Chris neverChris ever assigned any of his copyright interests in and to Chris' Vocal Recordings to  
 11      the purported Partnership or the Surviving Band Members.

12      85. Plaintiffs further assert that Chris never assigned any of his copyright interests in  
 13      and to Chris' Vocal Recordings to the Partnership or the Surviving Band Members as required by  
 14      17 U.S.C. § 204.

15      86. Plaintiffs further assert that, to the extent that Chris intended to collaborate with the  
 16      Band on the musical works embodied in Chris' Vocal Recordings, Chris retained at all times the  
 17      right to withdraw his contributions to those musical works from the Band's consideration and to  
 18      instead exploit his own creative works (including Chris' Vocal Recordings) as a solo artist or in  
 19      other projects. Plaintiffs assert that, upon Chris' passing, they inherited all of Chris' rights in and  
 20      to Chris' Vocal Recordings, including the right to withdraw his contributions to those musical  
 21      works from the Band's exploitation.

22      87. Chris' Vocal Recordings never became Partnership property.

23      75.88. Plaintiffs are entitled to a declaratory judgment decreeing that neither the  
 24      Partnership nor Surviving Band Members possess any interest in the Unreleased SoundChris'  
 25      Vocal Recordings that were solely authored by Chris.

1 76.89. Plaintiffs are entitled to a declaratory judgment decreeing that the Partnership is  
2 not, as it claims, the sole owner of the Unreleased SoundChris' Vocal Recordings.

3 77.90. Moreover, in the event that any of the Unreleased SoundChris' Vocal Recordings  
4 are deemed to be joint works of authorship: (or part of a joint work of authorship), Plaintiffs are  
5 entitled to a declaratory judgment decreeing that the Estate possesses a copyright interest and an  
6 attendant: (i) the Partnership's position that Plaintiffs do not possess any interest in Chris' Vocal  
7 Recordings is incorrect, and (ii) Plaintiffs possess a copyright interest in Chris' Vocal Recordings  
8 and can exploit these recordings as they deem appropriate and/or Plaintiffs possess the right to  
9 share in the profits generated from any such joint works.

10 91. Moreover, in the event that any of Chris' Vocal Recordings are deemed to be joint  
11 works of authorship (or part of a joint work of authorship), Plaintiffs are entitled to a declaratory  
12 judgment decreeing the parties' exact percentage of ownership based on, among other things, the  
13 parties' respective contributions to Chris' Vocal Recordings, including but not limited to whether  
14 any of the Surviving Band members made independently copyrightable contributions to Chris'  
15 Vocal Recordings.

16 78.92. Plaintiffs are entitled to an award of their attorneys' fees pursuant to 17 U.S.C. §  
17 504, as the Surviving Band Members' pre-litigation position that Plaintiffs have no ownership  
18 rights in Chris' Vocal Recordings is legally unsustainable.

19 504.

20 79.93. The controversy between the parties is real and substantial (as evidenced by the  
21 declaratory relief action sought by the Partnership and Surviving Band Members in their  
22 Counterclaim) and demands specific relief through a decree of a conclusive character.80.Further,  
23 Plaintiffs have a reasonable and real apprehension that they face future litigation from the  
24 Partnership and Surviving Band Members, who have characterized the matter as "time  
25 sensitive." (See Ex. 1).

**COUNT II**

**(Declaratory Relief – Chris' Name and Likeness)**  
**(Plaintiffs Against the Partnership and Surviving Band Members)**

94. Plaintiffs re-allege and reincorporate the allegations contained in paragraphs 1-76  
as if fully set forth herein

95. An actual and justiciable controversy has arisen and now exists between Plaintiffs,  
on the one hand, and the Partnership and Surviving Band Members, on the other hand, as to the  
parties' respective rights to use Chris' Name and Likeness on a going-forward basis.

96. Chris never assigned the rights to his Name and Likeness to the Partnership.

97. Chris never assigned the rights to his Name and Likeness to any of the Surviving  
Band Members.

98. To the extent that Chris did assign his Name and Likeness to the Partnership or to  
any third-parties, those licenses terminated upon Chris' death as a matter of law. To the extent that  
the Partnership wished to secure the right to use Chris' Name and Likeness after his death, it could  
have and should have secured those rights. It failed to do so.

99. Plaintiffs are the beneficiaries of Chris' Name and Likeness and, thus, the lawful  
owners of Chris' Name and Likeness.

100. As the lawful owners of Chris' Name and Likeness, Plaintiffs are singularly entitled  
to grant licenses for the use of Chris' Name and Likeness.

101. During the pendency of this action, the Partnership and Surviving Band Members  
have secured trademarks in and to the mark, "Nude Dragons." Nude Dragons is an anagram for  
Soundgarden, and the name that the Band used when they played their first reunion show in Seattle  
in 2010.

1       104. During the pendency of this action, the Surviving Band Members have used Chris'  
 2 Name and Likeness to promote Nude Dragon's social media accounts, which benefit them  
 3 individually and to sell trademarked goods for their own personal gain.<sup>14</sup>

4       105. During the pendency of this action, the Partnership and Surviving Band Members  
 5 have used Chris' Name and Likeness to promote Nude Dragons – a “new” band which the  
 6 Surviving Band Members formed in order to perform future live performances and circumvent  
 7 their obligations to pay Plaintiffs their twenty-five (25%) interest in the Partnership's touring  
 8 revenue.<sup>15</sup>



23       

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<sup>14</sup> The Surviving Band Members have secured trademarks in order to sell Nude Dragon duffel bags,  
 24 scrapbooks, posters, paper products, and ponchos for their own personal benefit. (See U.S. Reg. Nos. 8843968,  
 88439675 & 88429701).

25       <sup>15</sup> While the Surviving Band Members have the right to create a new band, they cannot: (i) promote a “new”  
 26 band by leveraging the Soundgarden name and using photos that prominently feature Chris, nor (ii) conduct a  
 “Soundgarden tour” by playing Soundgarden music without paying Vicky her share of the Partnership proceeds.

106. The Partnership and Surviving Band Members have used Chris' Name and Likeness, without license or authorization.

107. Plaintiffs seek a judicial determination and declaration that neither the Partnership nor the Surviving Band Members are entitled to use Chris' Name and Likeness without obtaining a license from Plaintiffs.

108. Plaintiffs further seek a judicial declaration that the Partnership and Surviving Band Members have infringed upon the Plaintiffs' rights in Chris' Name and Likeness by using Chris' Name and Likeness for the purposes of advertising and promoting their products, merchandise, goods, services, and social media accounts in violation of Florida Statute Section 540.08 and/or Washington Personality Rights Acts, RCW 63.60.050 *et seq.*

109. Plaintiffs have been harmed as a direct and proximate result of the Partnership's and Surviving Band Members' violations of Florida Statute Section 540.08 and/or RCW 63.60.050, and are entitled to recover damages from defendants pursuant to these statutes, including any profits of defendants attributable to their infringement of Plaintiffs' rights in Chris' Name and Likeness.

110. The controversy between the parties is real and substantial (as evidenced by the declaratory relief action sought by the Partnership and Surviving Band Members in their Counterclaim) and demands specific relief through a decree of a conclusive character.

111. A judicial declaration of the parties' respective rights, entitlements, and obligations  
with respect to Chris' Name and Likeness is necessary and appropriate.

COUNT III

### (Equitable Accounting) (f)

**(Plaintiffs Against the Partnership and Surviving Band Members)**

**81.** Plaintiffs re-allege and reincorporate the allegations contained in each of the preceding paragraphs 1 through 76 as if fully set forth herein.

1       82.113. The Partnership and Surviving Band Members have refused to provide an  
2 accounting and have refused to provide Plaintiffs with the necessary records and back-up  
3 documentation and materials needed for Plaintiffs to complete an accounting relating to the  
4 amounts owed to Plaintiffs from, among other sources, their share of artist royalties, publishing  
5 royalties, and the sale of merchandise.

6       83.114. The Partnership and Surviving Band Members assert that Vicky and the Estate are  
7 not entitled to any “access to the band’s transactions, or to inspect or copy the band’s books and  
8 records.” (See Ex. 1A).

9       84.115. However, as the lawful and beneficiary owners of Chris’ copyright interests and  
10 Chris’ share of the artist royalties, publishing royalties, and revenue generated by the sale of  
11 merchandise, Plaintiffs are minimally entitled to an equitable accounting of all profits, revenues,<sup>16</sup>  
12 and other financial consideration obtained by Partnership and Surviving Band Members.<sup>16</sup>

13       85.The accounting statements should have been furnished to Plaintiffs in the State of  
14 Florida.

15       86.116. Given the volume and complexities of the Band’s dealings, as well as the fact  
16 thatand because the essential financial records are in the exclusive control of the Partnership and  
17 Surviving Band Members, an equitable accounting is needed. Without an equitable accounting,  
18 Plaintiffs’ remedies at law are inadequate, and the Partnership and Surviving Band Members will  
19 benefit from an incomplete financial picture.

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<sup>16</sup> Further, to the extent that the Partnership’s stated position is that Vicky is merely a “transferee” of Chris’ transferrable Partnership interests (which is incorrect), she is entitled to discover whether the Surviving Band Members are improperly using amounts payable to the Estate to pay the Partnership’s debts and liabilities, including the amounts used to pay the Surviving Band Members’ and the Financial Defendants’ respective legal fees.

**COUNT III**  
**(Conversion – Chris' Royalties) (**  
**Plaintiffs Against All Defendants)**

**87.** Plaintiffs re-allege and reincorporate the allegations contained in each of the preceding paragraphs 1 through 76 as if fully set forth herein.

**88.118.** In a heavy-handed attempt to force Vicky to relinquish custody of ~~the Unreleased Sound~~Chris' Vocal Recordings and to accept that neither she, her children<sup>s</sup>, nor the Estate possess any interest in ~~the Unreleased Sound~~Chris' Vocal Recordings, the Partnership and Surviving Band Members have either prevailed upon or conspired with Venerus and Cal Financial to withhold amounts that are indisputably due and owing to the Estate.

119. Specifically, the Partnership ~~and, the~~ Surviving Band Members ~~have prevailed upon~~ Venerus, and Cal Financial ~~to have withheld~~ hundreds of thousands of dollars.~~10 Further, to the extent that the Partnership's stated position that Vicky is merely a "transferee" of Chris' transferrable partnership interests, she is entitled to discovery whether the Surviving Members are improperly using amounts payable to the Estate to pay Partnership's debts and liabilities, which they acknowledged were owed to Plaintiffs and which they approved for distribution.~~

**89.120.** Fearful that the Partnership and Surviving Band Members would resort to ugly heavy-handed tactics and withhold money owed to Chris' minor children, Vicky wrote to Venerus and other members of Cal Financial in August of 2019:

Just one concern – if payments are directed to [the purported Partnership] and somehow mine are held hostage by other band members refusing to allow [Venerus] to pay me then I'm not ok with that [sic.] please[P]lease confirm no will one will hold up my money[.]

(A) ... (A) true and correct of the parties' August 2019 email is attached hereto as **Exhibit 2C**.

**90.121.** Venerus responded: "I don't see any issue from my end with the estate being paid their [sic] share provided that each party would then be responsible for any commissions due on

1 their share and pro-rata legal costs.” To this end, on October 11, 2018, Venerus confirmed that  
 2 \$315,000.00 had been approved to be distributed and was going to be distributed to the Plaintiffs  
 3 (“Approved Funds”).

4 122. For his part, Paterno confirmed Peter Paterno, then the Band’s shared legal counsel,  
 5 ratified the Partnership’s approval of the distribution of the Approved Funds, confirming on  
 6 August 20, 2019: “The band understands Vicky must be paid.” (*Id.*) (emphasis added).

7 ~~91. Despite the Band’s admitted understanding that Vicky “must be paid,” and despite the~~  
 8 ~~fact that amounts that belong to Plaintiffs were admittedly received in August 2019, Defendants~~  
 9 ~~have conspired to exercise~~123. Despite the Partnership’s approval of the distribution of the  
 10 Approved Funds and its attorney’s confirmation of the distribution of the Approved Funds,  
 11 Defendants have wrongfully changed course, exercising wrongful dominion and control over  
 12 ~~Plaintiffs’ property,~~the Approved Funds and refuseing to pay Plaintiffs the Approved Funds.

13 ~~92.~~124. Despite their demand, Plaintiffs have not received the Approved Funds, or any  
 14 other amounts due and owing to them. When last requested, Venerus referred Vicky to the  
 15 Partnership’s and the Surviving Band Members’ attorneys, including the attorneys that sent the  
 16 November 14, 2019 demand letter. Worse still, while Venerus has refused to pay Plaintiffs the  
 17 Approved Funds (claiming that all funds approved for distribution had been frozen), Cal Financial  
 18 has nevertheless used the same “frozen” funds to pay the Surviving Band Members’ attorneys’  
 19 fees in this lawsuit. Thus, rather than segregating and preserving the Approved Funds due and  
 20 owing to Plaintiffs, and approved to be paid to Plaintiffs, Venerus and Cal Financial have –  
 21 together with Partnership and Surviving Band Members – converted Approved Funds (as well as  
 22 other Partnership funds) by paying them, in whole or in part, to the Partnership’s and the Surviving  
 23 Band Members’ attorneys in order to fund their defense.

24 ~~93.~~125. Defendants’ refusal to relinquish the ~~amounts indisputably owed~~Approved Funds  
 25 to Plaintiffs have caused injury to Plaintiffs ~~in the State of Florida.~~

**94.126.** Plaintiffs are entitled to restitution from Defendants of, and imposition of a constructive trust on, Plaintiffs' share of the Approved Funds as well as all revenues earned by the Partnership and the Surviving Band Members.

**COUNT IV**  
**(Breach of Fiduciary Duty)**  
**(Plaintiffs Against Venerus and Cal Financial)**

127. Plaintiffs re-allege and reincorporate the allegations contained in paragraphs 1 through 76, as well as paragraphs 117 through 126, as if fully set forth herein.

128. While Chris was alive, Vicky often served as Venerus' point person in dealing with Soundgarden-related matters. Venerus and Vicky built a relationship of trust, in which Venerus would look out for Vicky's interests (separate and apart from Chris' interests).

129. Chris passed away on May 18, 2017.

130. Upon Chris' passing, Venerus assured Vicky that he and Cal Financial could continue to faithfully and dutifully discharge their obligations to the Partnership as well as to Vicky and Chris' children.

131. Based on Venerus' assurances and Vicky's prior dealings with Venerus, Vicky reasonably did not issue letters of direction or otherwise take any actions to ensure that funds to be paid to Plaintiffs, including but not limited to revenues from *Live from the Artists Den*, were segregated or otherwise not entrusted to Venerus and Cal Financial.

132. At all times after Chris' tragic passing, a fiduciary relationship existed between Plaintiffs, on the one hand, and Venerus and Cal Financial, on the other hand, because Plaintiffs depended on Venerus and Cal Financial to properly advise and counsel them and to act in their best interests, with honesty and fairness. Moreover, Venerus and Cal Financial were in a superior position to exert unique influence over Vicky, and Venerus' and Cal Financial's unique relationship with Vicky induced Vicky to relax the care and vigilance which she would typically exercise for her own protection.

1       133. Venerus and Cal Financial knew that Vicky was depending on them to safeguard  
 2 Plaintiffs' interests and to loyally serve Plaintiffs' interests without conflict, as they had done  
 3 during Chris' lifetime and after Chris' passing. In particular, Venerus and Cal Financial were  
 4 aware that Plaintiffs were trusting them to segregate, safeguard, and otherwise preserve the  
 5 Approved Funds.

6       134. As a result of Venerus' and Cal Financial's assurances and actions – and given the  
 7 nature of the parties' relationships after Chris' passing in 2017 – Plaintiffs reposed trust and  
 8 confidence in Venerus and Cal Financial.

9       135. A fiduciary relationship existed between Plaintiffs on the one hand, and Venerus  
 10 and Cal Financial, on the other hand. That fiduciary relationship gave rise to a duty of care on the  
 11 part of Venerus and Cal Financial to Plaintiffs.

12       136. Venerus and Cal Financial have breached their fiduciary duties to Plaintiffs through  
 13 numerous acts and omissions, including, among other things: (i) failing to disclose their conflict  
 14 of interest; (ii) making false assurances to Vicky that they would be able to safeguard the amounts  
 15 owed to Plaintiffs, including but not limited to the Approved Funds; (iii) failing to properly  
 16 safeguard the Approved Funds; (iv) falsely claiming that the Approved Funds would be paid to  
 17 Plaintiffs; (v) falsely claiming that all amounts, including the Approved Funds, had been frozen  
 18 and then remitting amounts to the Partnership and the Surviving Band Members, without  
 19 notification; (vi) attempting to conceal their payment of the alleged frozen funds to the Partnership  
 20 and the Surviving Band Members; and (vii) concealing other relevant and material facts.

21       137. As a direct and proximate result of Venerus' and Cal Financial's breaches of their  
 22 respective fiduciary duties, Plaintiffs have sustained damages in an amount to be determined at  
 23 trial.

24  
 25  
 26

COUNT VI(Conversion – Chris' Personal Property)~~(Plaintiffs Against the Partnership and Surviving Band Members)~~

~~95.~~138. Plaintiffs re-allege and reincorporate the allegations contained in each of the preceding paragraphs 1 through 76, as if fully set forth herein.

139. After Chris' passing, the Partnership and Surviving Band Members returned a number of Chris' personal items, including his guitars and related equipment.

140. On several occasions, including as recently as September of 2019, the attorney for the Estate requested that the Partnership and Surviving Band Members provide an inventory of all the personal property that belonged to Chris and which Chris stored at the Pearl Jam warehouse space, together with the Partnership's other property.

~~96.~~141. The Partnership and Surviving Band Members ~~have exercised wrongful dominion and control over Chris' personal property, as well as his share of the Band's effects, including~~ through their representatives, declined to provide the requested inventory and blithely responded that all of Chris' personal property had been previously returned to Vicky.

142. Plaintiffs have reason to believe that not all of Chris' personal property has been returned. Specifically, Plaintiffs believe that the Pearl Jam warehouse space (and possibly other places) contain Temple of the Dog-related items, including archival and video footage that belongs to Chris, as well as other equipment, vintage merchandise, historical point of sale materials, promotional CDs, gold and platinum records, awards, Temple of the Dog-related items, cassette tapes, photos, and related materials which belong exclusively to Chris (collectively, "Chris' Personal Property").

~~97. The Band's equipment and related items has been valued and insured in the amount in excess of six hundred thousand dollars (U.S. \$600,000.00). Plaintiffs have been charged and paying a portion of the insurance premiums. To the extent that the purported Partnership exists in the manner that the Partnership and Surviving Band Members claim, Plaintiffs are minimally~~

1 ~~entitled to Chris' share of these items.~~<sup>143.</sup> By refusing to provide an inventory of the storage  
2 ~~space, the Partnership and Surviving Band Members have exercised wrongful dominion and~~  
3 ~~control over Chris' Personal Property.~~

4 ~~98.~~<sup>144.</sup> Despite Plaintiffs' demand, the Partnership and Surviving Band Members have  
5 refused to transfer or ~~other~~ relinquish Chris' Personal Property to Plaintiffs.<sup>145.</sup>

6 ~~99.~~<sup>145.</sup> The Partnership and Surviving Band Members refusal to turn over Chris' Personal  
7 Property ~~to Plaintiffs~~ has caused injury to Plaintiffs ~~in the State of Florida.~~

8 ~~100.~~<sup>146.</sup> Plaintiffs are entitled to restitution from the Partnership and Surviving Band  
9 Members of, and imposition of a constructive trust on, Chris' Personal Property.

10 **COUNT V (Unjust Enrichment)**  
11 **(Against the Partnership and Surviving Band Members)**

12 ~~101. Plaintiffs re-allege and reincorporate the allegations in each of the preceding  
13 paragraphs as if fully set forth herein.~~

14  
15  
16 ~~102. Plaintiffs conferred a benefit upon the Partnership and the Surviving Band Members,  
17 allowing them to continue to collect the full balance of amounts owed from artists royalties,  
18 publishing royalties and merchandise sales, despite the fact that a portion of these portions  
19 belong to Plaintiffs. Plaintiffs have further conferred a benefit on the Partnership and the  
20 Surviving Band Members, permitting to them to continue to exploit Chris' name and likeness in  
21 order to generate revenue for all of the Surviving Band Members' benefit. Plaintiffs have further  
22 conferred a benefit on the Partnership and the Surviving Band Members by paying a portion of  
23 the insurance premiums used to insure the Band's equipment.~~

24  
25 ~~103. The Partnership and the Surviving Band Members knew of the benefits that have  
26 been conferred upon them, voluntarily accepted those benefits, and have consciously chosen to~~

1           retain those benefits without paying Plaintiffs the respective share owed to Vicky and payable  
 2           to Chris' minor children through the Estate.

3           104. The Partnership and the Surviving Band Members have also improperly retained  
 4           Chris' Personal Property, including but not limited to: equipment, memorabilia and personal  
 5           effects, much of which remains in storage.

6  
 7           105. The circumstances are such that it would be inequitable for the Partnership and the  
 8           Surviving Band Members to retain the benefits conferred upon them without first paying  
 9           Plaintiffs.

10  
 11           106. As a proximate result of the foregoing, Defendants have unjustly received and retained  
 12           benefits at the expense of Plaintiffs. Consequently, Plaintiffs are entitled to restitution from the  
 13           Partnership and the Surviving Band Members of, and imposition of a constructive trust on,  
 14           Plaintiffs' share of all revenues earned by the Partnership and the Surviving Band Members in  
 15           exploiting works in which Plaintiffs possesses an ownership interest, as well as to all of Chris'  
 16           personal property that passed to Plaintiffs through Chris' will.

### PRAYER FOR RELIEF

17           **WHEREFORE**, Plaintiffs respectfully request that the Court enter a judgment in their  
 18           favor and against the Defendants:

19           1. Awarding actual and compensatory damages for Defendants' respective  
 20           wrongdoing in an amount to be established at trial, together with pre-judgment and post-judgment  
 21           interest thereon at the maximum legal rate;

22           2. Declaring that Plaintiffs are the sole and exclusive owner of the Unreleased  
 23           Soundowners of Chris' Vocal Recordings;

24           25           3. Declaring that the Partnership is not the sole and exclusive owner of the Unreleased  
 26           SoundChris' Vocal Recordings and/or that the Plaintiffs possesses an ownership interest and

1 entitlement to share in the profits of ~~the Unreleased Sound~~Chris' Vocal Recordings as a copyright  
 2 co-owner;

3       4. Declaring that Plaintiffs are the sole and exclusive owners of Chris' Name and  
4 Likeness, and enjoining the Partnership, the Surviving Band Members, and their respect agents,  
5 servants, employees, officers, attorneys, successors and assigns, and all persons acting in concert  
6 with them or on their behalf, in this and other all judicial districts in the United States,  
7 preliminarily, during the course of this litigation and permanently from: (a) manufacturing,  
8 distributing, selling, offering for sale, holding for sale, or advertising any products or merchandise  
9 bearing Chris' Name and Likeness or any colorable variation thereof (collectively, "Unauthorized  
10 Merchandise"); (b) representing that any Unauthorized Merchandise manufactured, distributed,  
11 sold, offered for sale, or advertised by them is sponsored or authorized by Plaintiffs in this district  
12 or in any other district in which Plaintiffs seek to enforce this Court's order; and (c) using Chris'  
13 Name and Likeness to promote Nude Dragons, including but not limited to in connection with any  
14 Nude Dragons' social media accounts.

15       5. Ordering the Partnership and the Surviving Band Members to deliver for  
16 destruction all Unauthorized Merchandise bearing Chris' Name and Likeness, to pay to Plaintiffs  
17 damages in an amount to be determined based upon Plaintiffs' loss of income from the  
18 Partnership's and the Surviving Band Members' unauthorized use of Chris' Name and Likeness,  
19 and to pay Plaintiffs their attorneys' fees and costs pursuant to RCW 63.60.060(5).

20       6. Entering a decree granting Plaintiffs access to the Partnership's books and records,  
21 and ordering an accounting from Defendants of all revenue: (a) earned from the exploitation of the  
22 Band's musical works, including *Live from the Artists Den*; (b) received pursuant to the Band's  
23 recording ~~agreements~~and publishing agreements, and from digital service providers,  
24 SoundExchange, and other exploitations of the Band's musical works; and (c) generated from  
25 Soundgarden-related intellectual property, merchandise, and related products, including those  
26 products made available on the official Soundgarden website;

1       5.7. Entering a decree granting Plaintiffs access to Venerus' and Cal Financial's books and  
2 records, and ordering an accounting of all revenue earned from the exploitation of the Band's  
3 musical works, including all revenue received pursuant to the Band's recording agreements, and  
4 publishing agreements, and from digital service providers, SoundExchange, and other  
5 exploitations of the Band's musical works, intellectual property, merchandise, and related  
6 products, including those products made available on the official Soundgarden website;

7       6.8. Ordering the Partnership to permit Plaintiffs to inspect all of the storage units in which  
8 Cornell'sChris' personal belongings are being held and/or to account to the Estate for these items;

9       7.9. Disgorging from the Partnership and the Surviving Band Members; Plaintiffs' share  
10 of all revenue wrongfully withheld by the Defendants;

11       8.10. Imposing a constructive trust on Plaintiffs' share of all revenue and property  
12 wrongfully withheld by Defendants;

13       9.11. Awarding Plaintiffs their costs and reasonable attorneys' fees; and

14       10.12. Awarding such other relief as this Court may deem just and proper.

#### JURY TRIAL DEMAND

16 Plaintiffs respectfully demand a trial by jury on all claims and issues so triable pursuant  
17 to Rule 38 of the Federal Rules of Civil Procedure.

18 Dated: December 9, 2019 Miami, Florida Respectfully submitted,

20 DATED: October , 2020

19 By: s/ William C. Rava  
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27 Martin D. Singer (*pro hac vice*  
28 application forthcoming)  
29 mdsinger@lavelysinger.com

30 David Jonelis, Esq.  
31 (*pro hac vice* application forthcoming)  
32 djonelis@lavelysinger.com

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<b>Statistics:</b>	
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Insertions	512
Deletions	366
Moved from	34
Moved to	34
Style change	0
Format changed	0

Total changes	946
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| EXHIBIT **4**A

November 14, 2019

Mark Goodman, CPA  
Gelfand, Rennert & Feldman, LLC  
1880 Century Park East, #1600  
Los Angeles, CA 90067  
Email:

Peter T. Paterno, Esq., Brent A. Canter, Esq.  
King, Holmes, Paterno & Soriano, LLP  
1900 Avenue of the Stars  
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Emails:

Martin Singer, Esq.  
Lavely & Singer  
2049 Century Park East  
Suite 2400  
Los Angeles, CA 90067  
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Michael B. Singer  
Comiter, Singer, Baseman & Braun  
3801 PGA Blvd, Suite 604  
Palm Beach Gardens, FL 33410  
Email:

***VIA EMAIL AND FEDERAL EXPRESS***

***Re: Demand for Return of Soundgarden Audio Files***

Dear Counsel and Representatives of Vicky Cornell:

As at least some of you know, this law firm represents Soundgarden, a Washington General Partnership. We are delivering this letter to all of you given our uncertainty as to the appropriate representative to address and coordinate the issues set forth herein.

We have been informed by our clients that your client, Vicky Cornell, is in possession of certain audio files belonging to Soundgarden (“Soundgarden files”). The Soundgarden files were stored on at least one laptop hard drive that was in Chris Cornell’s possession at the time of his tragic passing. Mr. Cornell had been working on the files in a collaborative effort with the other members of Soundgarden, and the entire band was feeling very positive about their rekindled artistic energy and creativity. We understand that, unfortunately, most or all of the Soundgarden files are unique (*i.e.*, not stored elsewhere in a form accessible to the Soundgarden partners).

We understand that the Soundgarden files consist of any number of files, but include the following known master recordings, which may exist in multiple forms (e.g., from demo and

rough recordings, to more polished versions). To be clear, it is Soundgarden's position that any music content (instrumental and/or vocals, demos or rough recordings) stored on the hard drive by any or all members of Soundgarden (including any recordings containing only the performances of Chris Cornell intended for Soundgarden) constitutes Soundgarden partnership property:

Title	Finished Vocals	Songwriters	Running Time
Road Less Travelled	Yes	Chris Cornell/Matt Cameron	4:10
Orphans	Yes	Chris Cornell/Matt Cameron	3:18
At Ophians Door	Yes	Chris Cornell/Matt Cameron	5:05
Cancer	Yes	Chris Cornell	4:00
Stone Age Mind	Yes	Chris Cornell	4:22
Ahead of the Dog	Yes	Chris Cornell/Kim Thayil	3:47
Merrmas	Yes	Chris Cornell/Ben Shepherd	4:32

By this letter, Soundgarden demands that Ms. Cornell return the Soundgarden files to Soundgarden.

We are hopeful that this issue can be resolved easily and voluntarily. We do note that this formal demand letter follows several previous attempts to obtain the Soundgarden files from Ms. Cornell. For example, we understand that Matt Cameron and Ms. Cornell engaged in a series of text messages in late January and early February 2019 in which Ms. Cornell acknowledged her custody of the Soundgarden files and stated that "I will have to sort a time to have the hard drive sent back to Tom so he can extract the SG files to send to you." We understand from subsequent emails that Ms. Cornell discussed returning the Soundgarden files with Peter Paterno in February 2019. However, the Soundgarden files were never returned to Soundgarden.

Matt Cameron again requested return of the Soundgarden files by email to Ms. Cornell in late July 2019. Ms. Cornell's response to this request was to take the position, in an email dated July 27, 2019, that she "will not release anything without proper set up and without say in the management..."

With respect, and again for the sake of clarity, this is not a legally justifiable position. Ms. Cornell has no valid standing or other basis to retain partnership property to the exclusion of Soundgarden, or to condition her return of such property. Under Washington general partnership

law, Ms. Cornell is not even a partner in Soundgarden, but following Mr. Cornell's passing is considered a "transferee" of Mr. Cornell's "transferable interest" in the partnership.<sup>1</sup> Ms. Cornell therefore has no associated management or other such partnership rights.<sup>2</sup>

Ms. Cornell simply has no ownership rights in this partnership property.<sup>3</sup> Indeed, pursuant to Washington law, even full partners are not considered co-owners of partnership property and have no legally recognized interest in partnership property which is transferrable, either voluntarily or involuntarily.<sup>4</sup> Property acquired by the partnership is property of the partnership and not of the partners individually.<sup>5</sup> A partner may use or possess partnership property only on behalf of the partnership.<sup>6</sup>

We trust that you agree that this is a time-sensitive and important matter . Ms. Cornell's custody of the Soundgarden files - which are important partnership intellectual and artistic property – although perhaps-well intended, is improper, and Ms. Cornell clearly has no right to retain this property, or to attempt to leverage this unfortunate circumstance against Soundgarden to obtain concessions or benefit to which she is not otherwise legally entitled.

Under the circumstances, Soundgarden demands that the Soundgarden files be returned within seven (7) days. I am available to discuss with the coordinating representative the technical manner of transfer.

I look forward to hearing back confirming your client's agreement at the earliest opportunity.

Very truly yours,

Ray Garcia, Esq.

cc: Jill Berliner, Esq.  
Matt Cameron  
Ben Shepherd  
Kim Thayil  
Jerome Crooks

---

<sup>1</sup> See Washington's Revised Uniform Partnership Act ("RUPA"), codified in Chapter 25.05 of the Revised Code of Washington ("RCW"), RCW 25.05.210(1)(c). This "transferable interest" entitles Vicky Cornell to (i) Chris Cornell's share of partnership profits and losses, and (ii) Chris Cornell's right to receive distributions to which he would have been entitled. See RCW 25.05.205.

<sup>2</sup> See RCW 25.05.150(9). Specifically, Vicky Cornell is not entitled to participate in the management or conduct of the band's business, to access information about the band's transactions, or to inspect or copy the band's books or records. See RCW 25.05.210(1)(c).

<sup>3</sup> See RCW 25.05.150(9).

<sup>4</sup> See RCW 25.05.200.

<sup>5</sup> See RCW 25.05.060.

<sup>6</sup> See RCW 25.05.150(7).

# EXHIBIT B

**From:** H.B. Shepherd  
**Sent:** Monday, February 20, 2017 8:54 PM  
**To:** Christopher Cornell  
**Subject:** Re: Mermass demo

That song was roughly a song to my Dad and now its a song to Noah that i have to finish.  
Id rather Soundgarden drop it altogether Im sorry but thats how i feel - its been haunting me for  
years.

On Feb 11, 2017, at 8:37 AM, Christopher Cornell <          > wrote:

Thanks Kim. Subject to arrangement changes of coarse.  
I was thinking I should sing the last chorus the same as the first chorus.

On Feb 11, 2017, at 6:38 AM, Kim Thaui <> wrote:

Beautiful, there it is ...

Wonderful work!  
Kim

On Feb 9, 2017, at 6:41 PM, Christopher Cornell  
<          > wrote

Begin forwarded message:

**From:** Christopher Cornell  
**Date:** February 9, 2017 at 8:58:55 PM EST  
**To:** Chris Cornell

[Click to Download](#)

[Mermas.aif](#)

[78.3](#)

# EXHIBIT C

**From:** Peter Paterno<  
**Date:** 8/20/2019  
**To:** Rit Venerus; Vicky Cornell, Brent Canter  
**Cc:** Chris Nary; Mark Goodman; Joy Derdiger; Amy Self; Debra MacCulloch; Marty Singer  
**Subject: RE: Did we get paid from artist den yet**

It seems easier to run everything through you so all the accountings are proper. The band understands Vicky must be paid.

Peter Paterno, Esq.  
King, Holmes, Paterno & Soriano, LLP  
1900 Avenue of the Stars, 25th Floor  
Los Angeles, CA 90067  
Telephone: (310) 282-8937  
Facsimile: (310) 552-4959

**From:** Rit Venerus  
**Sent:** Tuesday, August 20, 2019 11:10 AM  
**To:** Vicky Cornell; Brent Canter  
**Cc:** Chris Nary; Peter Paterno, Mark Goodman; Joy Derdiger; Amy Self; Debra MacCulloch; Marty Singer  
**Subject: RE: Did we get paid from artist den yet**

I don't see any issue from my end with the estate being paid their share directly provided that each party would then be responsible for any commissions due on their share and pro-rata legal costs.

Rit Venerus  
Cal Financial Group  
700 Harris Street, Suite 201

Charlottesville, VA 22903

(434) 817-9390 phone

(434) 817-9391 fax

**From:** Vicky Cornell

**Sent:** Tuesday, August 20, 2019 12:32 PM

**To:** Brent Canter

**Cc:** Chris Nary; Peter Paterno; Rit Venerus; Mark Goodman; Joy Derdiger; Amy Self; Debra MacCulloch; Marty Singer

**Subject:** Re: Did we get paid from artist den yet

Hey Brent , Rit,

Just one concern - if payments are directed to SG partnership and somehow mine are held hostage by other band members refusing to allow Rit to pay me then I'm not ok with that please confirm no one will hold up my money or I need to have my payments go elsewhere.

On Aug 20, 2019, at 11:53 AM, Brent Canter <      > wrote:

Hi Chris and Rit,

Is it just Artists Den that needs an LOD to pay the Soundgarden partnership or UME as well? Are all payments (advances and royalties) getting directed to the partnership?

Thanks,

Brent

Brent A. Canter, Esq. |  
**King, Holmes, Paterno & Soriano, LLP**  
direct: 310.282.8921 | ext 221 | fax: 310.282.8903